

JPA File No.: 06-036
AG Contract No.: KR06-0361TRN
Project : Traffic Interchange
Section: SR 89A/SR 89
TRACS No.: H5975 01C
Budget Source Item No.: 14707

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

THIS AGREEMENT is entered into this date July 6th, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") acting by and through its Board of Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State's construction project at the intersection of State Route (SR) 89 & 89A is to construct roadway improvements to the east and west that includes bridges over SR 89, mill and replace asphalt on all four ramps, pave Frontage Road E, and complete the Traffic Interchange at SR 89 & 89A, herein after referred to as the "Project". The Project costs are currently estimated at \$9,000,000.00 the County has agreed to contribute \$500,000.00 towards the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 200306

Filed with the Secretary of State

Date Filed: 7/16/06

Genice K. Brewer
Secretary of State

By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Provide specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the County for comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s).

c. Upon completion of the Project perform the final inspection and notify the County in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

d. Upon advertisement for construction the State shall invoice the County \$500,000.00 for Project costs.

2. The County shall:

a. Upon advertisement for construction and receipt of an invoice from the State, remit to the State within thirty-days \$500,000.00 for Project costs.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party.

2. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Yavapai County
Attn: Mike Willet
1100 Commerce Drive
Prescott, Arizona
Phone # (928) 771-7521
Fax # (928) 771-3323

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State and shall not be obligated or liable for any future payments in the event this provision is exercised as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

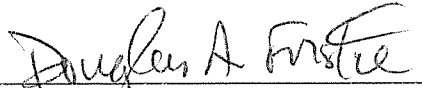
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

YAVAPAI COUNTY

By 
THOMAS THURMAN
Chairman, Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
BEV STADDON
Clerk

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: June 5, 2006.

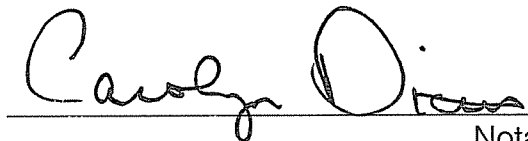
The entry in the said minutes:

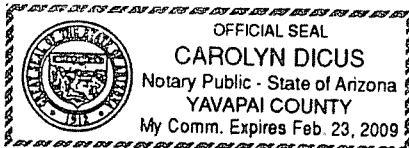
- A4. Consider approval of Intergovernmental Agreement JPA 06-036 with the State of Arizona for the State Route 89A/State Route 89 Traffic Interchange Project, Prescott area, at a cost of \$500,000 to be paid from Regional Road Fund. Phil Bourdon, Public Works Director. Approved by unanimous vote. Motion by Supervisor Springer, second by Supervisor Davis. No comments from the public.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me June 19, 2006.

My Commission Expires:


Notary Public

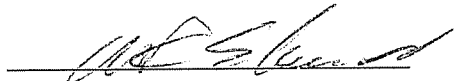


ATTORNEY APPROVAL FORM
FOR YAVAPAI COUNTY


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and YAVAPAI COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to YAVAPAI COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 15th day of May, 2006.



Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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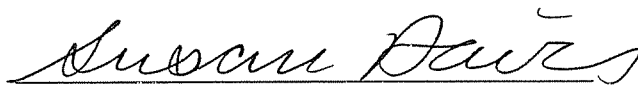
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0361TRN (**JPA 06-036**), an Agreement between public agencies, i.e., The State of Arizona and Yavapai County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 27, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:967208
Attachment